

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

SUPERIOR COURT DEPT.
DOCKET №:

GORDON STREET CONDOS LJS LLC,)
Plaintiff)

v.)

VERIFIED COMPLAINT

ANWAR FAISAL, JANE DOE, AND)
JOHN DOE AS THEY ARE TRUSTEES)
OF 45-47 GORDON STREET)
CONDOMINIUM TRUST AND)
ALPHA MANAGEMENT CORP.)

Defendants)

kg

SUMMARY

The Plaintiff Condominium Owner brings this Verified Complaint as a matter of last resort to seek a Declaratory Judgment to compel the Defendant Condominium Trust and the Defendant Management Company to provide the Condominium financial information for this 19-Unit Condominium that the Defendants have a fiduciary duty to maintain and provide pursuant to the Condominium. Despite the Plaintiff’s repeated requests for this information, the Defendants have produced none of the requested information. This breach of fiduciary is prohibiting the Plaintiff from selling its 2 units. In addition to this breach of Fiduciary Duty, the Defendants actions/inactions also constitute a breach of contract as well as an unlawful contractual interference with the Plaintiff’s efforts to sell. As a result, the Defendants have and continue to cause damage to the Plaintiff.

PARTIES

1. Plaintiff Gordon Street Condos LJS LLC is a Massachusetts LLC with a usual place of business of c/o Samia Companies LLC, 60 Leo Birmingham Parkway – 3rd Floor, Brighton, Massachusetts 02135 (the Plaintiff or the “LLC”) and the record owner of 2 Units in the 19-Unit 45-47 Gordon Street Condominium, 3 Ridgemont Unit № 1 and 45 Gordon Street Unit № 6, Brighton (Boston) Suffolk County Massachusetts (the “Units”).

2. Defendants Anwar Faisal, Jane Doe and John Doe, are, upon information and belief the Trustees of the 45-47 Gordon Street Condominium Trust which has a mailing address of record of 45-47 Gordon Street Condominium Trust, c/o Alpha Management Corporation, 1249 Beacon Street - Unit № 1, Brookline, Massachusetts 02446 (the “Trust”) and is the Ownership Trust of the 45-47 Gordon Street Condominium (the “Condo”).
3. Defendant Alpha Management Corporation is a Massachusetts Corporation with a usual place of business at 1249 Beacon Street - Unit № 1, Brookline, Massachusetts 02446 (“Alpha”) in which Anwar Faisal is the President.

JURISDICTION

4. This action has been brought pursuant to the provisions of M.G.L. c. 212 § 3 and M.G.L. c. 231A, § 1.

FACTS

5. At all times relevant to this matter, Samia Companies LLC of 60 Leo Birmingham Parkway – 3rd Floor, Brighton, Massachusetts 02135 (“Samia”) has served as the Management Agent for the Plaintiff.
6. The Defendant Alpha is the Management Agent for the Condo in which the Plaintiff owns two units.
7. Alpha’s President, Treasurer, Secretary, and Director Anwar Faisal is, upon information and belief, one of the Trustees of the Trust and in the dual role is responsible for maintaining all the records of the Condo.

8. In March 2021, Alpha's correspondence caused Samia, acting on behalf of the Plaintiff, to question Alpha's financial record keeping practices for the Condo.
9. Through Counsel, Samia memorialized these concerns in the March 29, 2021 Certified letter to Alpha attached hereto as Unit № 1 and incorporated herein by reference.
10. Motivated in part by the possibility of selling its 2 Units, the Plaintiff, through this letter, sought to obtain Condo documentation which included, "*all votes, correspondence, meeting minutes, notices, account ledgers, banking ledgers, and the like*" by referencing each document request to the relevant section of either the Condo Declaration of Trust or the Condo By-Law.¹
11. No response was received to this Condo Records request and, with the Plaintiff's interest in pursuing the sale of the units still in its infancy, this matter largely fell by the wayside until March 2024.
12. Between March 2021 and March 2024, the contact between the parties was best characterized by Alpha's period notice of a past balance due which was met with Samia's renewed request of the condo records and the assurance that the Plaintiff would pay any past due balance that Alpha's Condo Records demonstrated was owed.
13. No records were provided, and the matter would go dormant until the cycle was repeated at various intervals of time.
14. In January 2024, the Plaintiff's interest in selling the 2 Condo Units had ripened to the point of signing Listing Agreements with a broker and preparing these units for sale (see 2 Listing Agreements attached hereto as Exhibit № 3 and incorporated herein by reference).

¹ Both the Condo Declaration of Trust and the Condo By-laws are included with the November 6, 1985 Master Deed attached hereto as Exhibit № 2 and incorporated herein by reference.

15. By letter of March 11, 2024, the Plaintiff once again renewed its request for the Condo financial documents noting that “*time is of the essence as Samia prepares to put these 2 Units on the Market for sale in the very near future.*”² [emphasis added].
16. Predictably, there was no response from either Alpha or the Trust.
17. Having made the decision to move forward with the sale of the 2 Condo Units, and prompted by the follow-up inquiries from the broker, the Plaintiff made one final appeal to Alpha for the Condo Records as set forth in the April 2, 2024 letter attached as Unit № 5 and incorporated herein by reference.
18. Unlike the prior correspondence, which was mailed to Alpha via certified mail, this latest letter was served upon Alpha via constable service.
19. This letter gave Alpha a deadline of on or before April 17, 2024 and this deadline came and went without a single word from the Defendants.
20. Given the Defendant’s failure to provide the requested financial information, the Plaintiff has been unable to move forward with the sale of these 2 Units as per the Listing Agreements.
21. As a matter of last resort, the Plaintiff files the instant complaint.

² This letter, attached as Exhibit № 4 and incorporated herein by reference, bears the incorrect date of March 11, 2021 on the first page but both the Certified Mail Receipt and the page 2 header clearly show that this letter was dated March 11, 2024.

COUNT I

DECLARATORY JUDGMENT – THE TRUST AND ALPHA

22. The Plaintiff repeats and realleges the allegations set forth in Paragraphs 1- 21 above as if they were fully set forth herein.
23. The dispute between the parties arises from the Trust's and Alpha's refusal to recognize its Fiduciary Duty to maintain the records of the Condo and to provide copies of all such records to any Unit Owner upon Demand.
24. Based upon the facts and circumstances of this case, the Plaintiff requests that this Court declare that the Defendants have a Fiduciary Duty to maintain the records of the Condo and provide copies of any and all such records to any Unit Owner upon Demand.
25. In addition, the Plaintiff requests that the Court Order the Defendant's to immediately provide the records requested in the attachments to this Complaint and pay all of the Plaintiff's damages and reimburse all of the Plaintiff's costs including, without limitation, the Plaintiff's attorney's fees.

COUNT II

BREACH OF FIDUCIARY DUTY - THE TRUST AND ALPHA

26. The Plaintiff repeats and realleges the allegations set forth in Paragraphs 1 - 25 above as if they were fully set forth herein.
27. The Trust's and Alpha's past and continued failure to maintain and provide the records requested by the Plaintiff, one of the unit owners, has prevented the Plaintiff from listing and selling the 2 Units it owns and constitutes a breach of the fiduciary duty the Defendants owe the Plaintiff.

28. The Defendants are aware of the Plaintiff's repeated requests.
29. Despite this knowledge, the Defendants have taken no steps to provide this information.
30. This breach of fiduciary duty by the Trust and Alpha has caused and continues to cause unreasonable and unlawful damage to the Plaintiff.

COUNT III
BREACH OF CONTRACT - THE TRUST AND ALPHA

31. The Plaintiff repeats and realleges the allegations set forth in Paragraphs 1-30 above as if they were fully set forth herein.
32. The Trust's and Alpha's past and continued failure to abide by the terms and conditions of the Condo Master Deed and By-Law constitutes a breach of contract by the Defendants.
33. The Defendants are aware of the Plaintiff's repeated requests.
34. Despite this knowledge, the Defendants have taken no steps to provide this information.
35. This breach of contract by the Trust and Alpha has caused and continues to cause unreasonable and unlawful damage to the Plaintiff.

COUNT IV
CONTRACTURAL INTERFERENCE - THE TRUST AND ALPHA

36. The Plaintiff repeats and realleges the allegations set forth in Paragraphs 1- 35 above as if they were fully set forth herein.
37. The Trust's and Alpha's past and continued failure to provide the requested financial reports has eliminated the Plaintiff's ability to list and market the 2 Units for sale and constitutes an unlawful interference by the Defendants in the Listing Agreements between the Plaintiff and the Broker.
38. The Defendants are aware of the Plaintiff's repeated requests.
39. Despite this knowledge, the Defendants have taken no steps to provide this information.
40. This contractual interference by the Trust and Alpha has caused and continues to cause unreasonable and unlawful damage to the Plaintiff.

WHEREFORE, the Plaintiff Gordon Street Condos LJS LLC prays that:

1. This Court find in favor of the Plaintiff on all Counts.
2. This Court declare that the Trust and its management agent Alpha has a fiduciary duty to provide the requested information the Plaintiff condo owner and order the Trust to produce the requested information to the Plaintiff forthwith.
3. This Court issue an order compelling the Trust and Alpha to immediately and professionally comply with the Plaintiff's requests and immediately cease and desist from further interfering with the business affairs of the Plaintiff.
4. This Court issue an order compelling the Trust and Alpha to either immediately and professionally undertake the management of the 45-47 Gordon Street Condominium or resign and Trustee of the Trust and as management agent of the Condo.

5. This Court find that the Plaintiff is entitled to compensation from the Trust and/or Alpha for all damages and costs, including attorney's fees, incurred by the Plaintiff.
6. This Court award Plaintiffs, such further and other relief as to the court deems just and proper.

JURY DEMAND

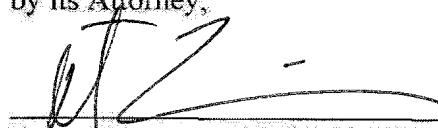
PLAINTIFF DEMANDS A JURY TRIAL ON ALL ISSUES SO TRIABLE.

CERTIFICATION

I, Lynn Mark, Senior Property Administrator for Samia Companies LLC and the above-captioned Plaintiff, do hereby state that I have read the foregoing complaint and that the facts and allegations as set forth herein are true to the fullest extent of my knowledge.


Lynn Mark

Respectively submitted,
GORDON STREET CONDOS LJS LLC
by its Attorney,


Robert Finnegan, BBO# 556661
Attorney At Law
60 Leo Birmingham Pkwy, -3rd Floor
Brighton, Massachusetts 02135
(617) 201-9331

Date: 6-10-24

Exhibit № 1

ROBERT FINNEGAN
ATTORNEY AT LAW

60 Leo Birmingham Parkway- 3rd Floor
Brighton, Massachusetts 02135

(617) 201-9331
Fax: (617) 783-1082
e-mail: rf@rfinnlaw.com

March 29, 2021

Alpha Management Corporation
Attn: Nancy Gould, Account Manager
1249 Beacon Street – Unit No 1
Brookline, Massachusetts 02446

re: 45-47 Gordon Street Condominium

Dear Ms. Gould:

I write as counsel for Gordon Street Condos LJS LLC and its Management Agent Samia Companies LLC (collectively “Samia”) in response to your March 11, 2021 e-mail exchange with Samia’s Caroline Singh. While it is our goal to resolve any matter of outstanding condo fees, we recognize that in order to do so, Samia now seeks some information from Alpha Management Corporation (“Alpha”) about 45-47 Gordon Street Condominium (the “Condo”) necessary to address the issues which have arisen in the wake of this exchange. My client is the owner of two of the Condo Units – 3 Ridgemont No 1 & 45 Gordon Street No 6 and in addition to resolving any issue of fees, the information requested below will also be of assistance as Samia prepares for the likely sale of these units.

Two of the issues that have arisen are notice and Condo activity documentation. As mentioned in your e-mail, Alpha apparently had an issue with Samia’s contact information beginning in 2017. This is troubling since Samia’s contact information last changed in 1992 which was 3 years before Samia’s purchase of the two units in 1995. However, to avoid future ambiguity, the address for Samia is:

Gordon Street Condos LJS LLC
c/o Samia Companies LLC – Attn: Lynn Mark
60 Leo Birmingham Parkway – 3rd Floor
Brighton, Massachusetts 02135

While perhaps related to the notice issue, the lack of Condo activity documentation is disturbing. For example, the information you provided is from 2017 and there is no mention of subsequent activity for the following 4 years to date. Additionally, the January 2017 Special Assessment Notice makes no mention of a meeting or vote of the unit owners in support of the special assessment and/or the increase in monthly fees. There are no details in support of: the \$25,000.00 Alpha painting invoice; Alpha’s collection of some or all of the \$95,000.00 special assessment (calculated as \$5,000.00/unit x 19 units); or an account for the remaining \$41,112.50.¹ Finally, turning to alleged issue of outstanding fees, how can this type of issue be allowed to continue for over 4 years? This is not acceptable management practice.

¹ This balance is calculated by subtracting the \$53,887.50 total of the 3 invoices provided from the \$95,000.00 total.

Finnegan/Alpha Management Corp. Letter
Dated: March 20, 2021

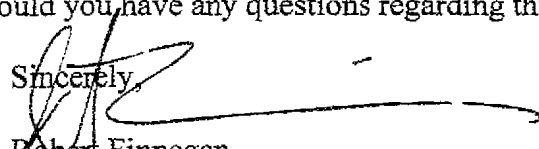
Therefore, as one of Condo unit owners, Samia, pursuant to the By-Laws of the 45-47 Gordon Street Condominium Trust, hereby requests all documentation (including, without limitation, all votes, correspondence, meeting minutes, notices, account ledgers, banking ledgers, and the like) in support of the following:

By-Law § Documentation Requested

- §2.3 the names, addresses, and all other contact information of all current owners;
- §3.1 the votes regarding the election, remaining term, and identification of the Trustees;
- §3.5 payments made for trustee services;
- §5.4 the payment of Condo Fees & Annual Statements to Unit owners including:
 - §5.4.1 annual Condo income and expense statements with reserve account balance;
 - §5.4.1 all notices, votes, and other documents for all and special assessments from January 1, 2016 to;²
- §5.5 evidence of all insurance policies currently in place;
- §5.11 the votes regarding the appointment of current management;
- §5.12 all notices, minutes, votes, and the like from the annual meetings from January 1, 2016 to date;
- §5.14 a list of convenient dates and times for Samia to conduct an inspection of the Condo Books as well as copies of all annual budgets and financial statements provided to the owners from January 1, 2016 to date.

We are looking forward to hearing from you and working with you collaboratively to address this in a diligent and amicable manner. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,


Robert Finnegan

via: Certified mail: 7019 1640 0000 1004 0627

alpha conde fee 1.ltr

² Including, without limitation, the January 2017 Special Assessment.

7019 1640 0000 1004 0627

CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee	\$3.60
Postage	\$0.55
Total Postage and Fees	\$4.15

0525
06
MAR 30 2021
Postmark Here
03/30/2021

Sent To: Alpha Management Corporation
 Street: Attn: Nancy Gould, Account Manager
 1249 Beacon Street - Unit No 1
 City, St: Brookline, Massachusetts 02446
 PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Alpha Management Corporation
 Attn: Nancy Gould, Account Manager
 1249 Beacon Street - Unit No 1
 Brookline, Massachusetts 02446



2. Article Number: (transfer from service label)
 7019 1640 0000 1004 0627
 PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 B. Received by (Printed Name)
 C. Date of Delivery
 Agent
 Addressee

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

Exhibit № 2

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MASSACHUSETTS REGISTER OF DEEDS
REC'D ENTD. & EXAM. ATTEST

NOV 17 7 52 PM '85

MASTER DEED

OF THE

45-47 Gordon Street Condominium REGISTERED

Paul R. Torres

Confirm
Deed

12906

54

WD

17691

121

I, LUIS A. CORREIA, Trustee of 45-47 Gordon Street Trust, under Declaration of Trust dated November 6, 1985, to be recorded with Suffolk Registry of Deeds herewith, the sole owner of the premises in Boston, Suffolk County, Massachusetts, hereinafter described, (the "Premises") proposing to create a condominium with respect thereto, do hereby, by duly executing and recording this Master Deed, submit the Premises to the Provisions of Massachusetts General Laws, Chapter 183A as amended ("Chapter 183A") and do hereby create a condominium with respect to the Premises, to be governed by and subject to the provisions of Chapter 183A; and to that end declare and provide:

1. Name. The name of the condominium shall be 45-47 Gordon Street Condominium.

2. Description of Land. The Premises which constitute the condominium (the "Condominium") consist of the land (the "Land") together with the building thereon described in Exhibit A to this Master Deed, attached hereto and made a part hereof by this reference.

Reference to the "Premises" includes rights appurtenant to the Land, or easements or restrictions thereon, as the same may be in force or applicable.

3. Trust. The organization through which the owners of condominium units (the "Units") will manage and regulate the condominium established hereby is the 45-47 Gordon Street Condominium Trust under Declaration of Trust dated November 6, 1985, (the "Condominium Trust") to be filed herewith. The Condominium Trust establishes an organization of which the owners of Units shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the Condominium common areas and facilities (the "common areas and facilities"), hereinafter defined, to which they are entitled hereunder. the name and address of the original and present trustees (the "Condominium Trustees") of the Condominium Trust are as follows:

Luis A. Correia - 1505 Commonwealth Avenue, Brighton, MA

Kent Ozman- 1505 Commonwealth Avenue, Brighton, MA

O.D.
19052
150
(Units
45-6)

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The Condominium Trustees have enacted By-Laws (the "By-Laws"), which are set forth in the Condominium Trust, pursuant to and in accordance with the provisions of Chapter 183A.

4. Description of the Building. There are three buildings (the "Buildings") three stories in height plus basement located at 45-47 Gordon Street, Boston, Massachusetts. There are four front doors to the Buildings. There are two units on each of the floors in the buildings with the exception of the basement which contains one unit. The buildings contain staircases, serving the floors. The foundation of the Building is stone. The Building is constructed principally of stucco over wood frame with wood floor and ceiling joists and wooden beams. The roof of the Building is tar. There is fire egress from the second and third floors on the rear of the buildings. The consumption of electricity and gas in the buildings are separately metered. Water is metered by common meters located in each of the buildings.

5. Description of Units.

See Exhibit C attached hereto.

6. Description of Common Areas and Facilities. The common areas and facilities of the Condominium consist of the entire Premises other than the Units, including without limitation:

a. The Land together with the benefit of and subject to the matters set forth or referred to in Paragraph 2 hereof, insofar as the same are from time to time in force and applicable.

b. All portions of the building not included in any unit by virtue of paragraph 5 above including, without limitation, the following to the extent such may exist from time to time:

(1) The foundations, structural columns, girders, beams, supports, and those portions of exterior and interior walls, floors, ceilings, doors, windows and roofs not included as part of the Units.

(2) All utility and installations for central services such as power, light, telephone, water, heating, air conditioning and waste disposal including all equipment attendant thereto situated outside or inside the Units except those lines and installations which exclusively serve an

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individual Unit and are located within that Unit.

(3) The entrance areas, steps, lobby, main halls, staircases, mailboxes, utility areas and other facilities in such hallways.

(4) All conduits, chutes, ducts, plumbing, wiring, flues, and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the structure or support thereof, and all such facilities contained with any unit which serve parts of the building other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement, as aforesaid.

(5) All other parts of the Premises not defined as part of the Units and not included within the items listed above and all apparatus and installations (including any replacement thereof) on the Premises for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Building and the Condominium.

(6) Such additional common areas and facilities as may be defined in Chapter 183A.

The owner of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentages set forth in Exhibit B attached hereto.

The aforesaid percentages have been determined on the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date.

The common areas and facilities shall be subject to the provisions of the Master Deed, the Condominium Trust, the By-Laws and the rules and regulations promulgated pursuant thereto with respect to the use and management thereof.

7. Floor Plans. The floor plans of the Building showing the layout, location, unit numbers and dimensions of Units as built, stating the name of the Building, and bearing the verified statement of a registered surveyor in the form required by Chapter 183A, certifying that the plans fully and accurately depict the same are recorded herewith and entitled "45-47 Gordon Street Condominium" dated November 6, 1985, consisting of Ground Floor Plan, First Floor Plan, Second Floor Plan, Third Floor Plan, and Fourth Floor Plan.

8. Purposes. Each Unit is intended to be used only for residential purposes by no more than one family unit or by not more than four unrelated persons. The Buildings and the common areas and facilities are intended to be used only for such ancillary uses as are required and customary in connection with the foregoing purposes.

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9. Restrictions on Use. The Units, the Buildings and the common areas and facilities shall not be used (a) for any purpose other than a purpose permitted under Section 8. above and (b) in a manner contrary to or inconsistent with the provisions of the Master Deed, the Condominium Trust, the By-laws therein, the rules and regulations promulgated pursuant thereto, and Chapter 183A, regarding the use/operation of common areas only.

The foregoing restrictions are imposed for the benefit of the owners from time to time of all of the Units and the Condominium Trustees and shall, insofar as permitted by law, be perpetual; and to that end may be extended by the Unit Owners or the Condominium Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. These restrictions may be waived in particular respects and compliance therewith acknowledged only by an instrument in writing signed by the owners at the time entitled to seventy-five percent (75%) or more of the undivided interest in the common areas and facilities and a majority of the Condominium Trustees, and such instrument, whether or not recorded, shall be binding on all present and succeeding owners from time to time of the Units and on the Condominium Trustees then in office. No owner of a Unit shall be liable for any breach of the provisions of this paragraph 9. except such as occur during his or her ownership thereof.

This paragraph 9 shall not restrict the rights of Unit owners to alter the interiors of their Units as they may desire, so long as no fire walls or common areas are disturbed, and provided all work is performed in accordance with applicable city and state regulations.

10. Encroachments. If any portion of the common areas and facilities shall hereafter encroach upon any Unit, or if any Unit shall hereafter encroach upon any other Unit or upon any portion of the common areas and facilities as a result of (a) settling of the Building, or (b) alteration or repair to the common areas and facilities made by or with the consent of the Condominium Trustees, or (c) as a result of repair or restoration of the Building or any Unit after damage by fire or casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building stands.

11. Units Subject to Master Deed, Unit Deed, and Condominium Trust. All present and future owners, their employees, tenants and visitors shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws and the rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and

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the items affecting the title to the Land as set forth in section 2 above. The acceptance of a deed or conveyance or the entering into possession of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws and the rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items affecting title to the Land are accepted and ratified by such owner, tenant, visitor, employee or occupant; (b) all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof; and (c) a violation of the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-laws or the rules and regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of a Unit.

12. Utility Lines. Reference herein to utility lines shall include, without limitation, pipes, wires, flues, ducts, cables, conduits as well as appurtenances to any of the same.

13. Amendments. This Master Deed may be amended by an instrument in writing (a) signed by the owners of Units at the time entitled to seventy-five percent (75%) or more of the undivided interests in the common areas and facilities, (b) signed by a majority of the Condominium Trustees then in office, and (c) duly filed with the Suffolk Registry of Deeds; PROVIDED HOWEVER, that:

a. the date on which any such instrument of amendment is first signed by an owner of a Unit shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless so recorded within six (6) months after such date;

b. no instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the owner of the Unit so altered;

c. no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless signed by the owners of all the Units.

d. no instrument of amendment which alters this Master Deed in any manner which would render

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it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect.

14. Sale of Lease of Units. A Unit Owner may assign, lease, sell or otherwise transfer all of his interest in his Unit(s), together with (i) the undivided interest in the common areas and facilities appurtenant thereto; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Trustees or their designee, on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called "Appurtenant Interests") in the manner set forth below:

No unit estate may be leased or rented for a period of less than 30 days.

Any deed to a purchaser or lease to a lessee shall provide that the acceptance thereof shall constitute an assumption of the provisions of the Master Deed, the Trust, the By-Laws and the rules and regulations, as the same may be amended from time to time. The Trustees shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of the creation, continuance or sufferance of a nuisance in or about the premises.

No Unit Owner shall execute any deed, lease, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, lease, transfer or other disposition of such part of the Appurtenant Interests of all Units.

15. Provisions for Protection of Mortgages. Unless one hundred percent (100%) of the first mortgagees of Condominium Units have given their prior written approval, the organization of Unit Owners shall not be entitled to:

- (1) by act or omission, seek to abandon or terminate the Condominium regime;

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- (2) change the pro rata interest or obligation of any Condominium Unit for (i) purposes of levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards and for (ii) determining the pro rata share of ownership of each Unit in appurtenant real estate and any improvements thereon which are owned by the Unit Owners in the Condominium project in undivided pro rata interests ("Common Elements").
- (3) partition or subdivide any Condominium Unit.
- (4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer (except by lease) the Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium project shall not be deemed a transfer within the meaning of this section.
- (5) use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or Common Elements of the Condominium.

16. Invalidity. The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed, and in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

17. Waiver. No provisions contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

18. Conflicts. This Master Deed is set forth to comply with the requirements of Chapter 183A. In case any of the provisions stated above conflict with the provisions of Chapter 183A, the provisions of Chapter 183A shall control.

12039 III

WITNESS the execution hereof under seal this 6th day of
November, 1985.

Luis A. Correia, Trustee
Luis A. Correia, Trustee of
45-47 Gordon Street Trust
and not individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

November 6, 1985

Then personally appeared the above-named Luis A. Correia,
Trustee as aforesaid, and acknowledged the foregoing instrument to
be his free act and deed before me,

Joe Kieder Bentley
Notary Public

My Commission Expires: 1/2/92

CITY OF BOSTON

The fee provided by Chapter 190 of the Acts of 1982 in the amount
of \$ 9000 has been paid with respect to the 15
date of the instrument described in this order according to the
provisions of the registration statute and the
amount contained in the registration fee.

John Kelly
Asst. Collector-Treasurer

Exhibit A

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Land with the buildings thereon numbered 45-47 Gordon Street and 3 Ridgmont Avenue, Boston, (District known as Allston), Suffolk County, Massachusetts, containing 13,390 square feet, more or less, bounded and described as follows:

A certain parcel of land together with the buildings thereon situated in that part of the City of Boston, County of Suffolk, and said Commonwealth of Massachusetts, called Allston and being lots 16 and 17, as shown on a plan of land drawn by J.W. Morrison, dated February 2, 1893, and recorded with Suffolk Deeds, Book 2130, End and together bounded:

NORTHERLY	by lot 15, on said plan, 122 and 94/100 (122.94) feet;
WESTERLY	by lot 18, on said plan, 120 (120) feet;
SOUTHERLY	by Ridgmont Avenue, 101 and 71/100 (101.71) feet; and
EASTERLY	by Gordon Street, (formerly Allston Heights), on said plan, 121 and 95/100 (121.95) feet.

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Exhibit A Attached to And Made Part of 45-47 Gordon Street, 3 Ridgmont Street Condominium

<u>Unit Designation</u>	<u>Unit Location</u>	<u>Approximate Area (square feet)</u>	<u>Number and Type of Rooms</u>	<u>Percentage Interest in Common Areas</u>
3-A	Ground	750	LR, 2BR, K, B	4.678
3-1	First Floor	675	LR, 2BR, K, B, P	5.068
3-2	First Floor	675	LR, 2BR, K, B, P	5.068
3-3	Second Floor	675	LR, 2BR, K, B, P	5.198
3-4	Second Floor	675	LR, 2BR, K, B, P	5.198
3-5	Third Floor	675	LR, 2BR, K, B, P	5.328
3-6	Third Floor	675	LR, 2BR, K, B, P	5.328
45-1	First Floor	720	LR, 2BR, K, B, P	5.068
45-2	First Floor	675	LR, 2BR, K, B, P	5.068
45-3	Second Floor	720	LR, 2BR, K, B, P	5.198
45-4	Second Floor	675	LR, 2BR, K, B, P	5.328
45-5	Third Floor	720	LR, 2BR, K, B, P	5.328
45-6	Third Floor	675	LR, 2BR, K, B, P	5.328
47-1	First Floor	675	LR, 2BR, K, B, P	5.068
47-2	First Floor	875	LR, 2BR, K, B, P	5.784
47-3	Second Floor	675	LR, 2BR, K, B, P	5.198
47-4	Second Floor	875	LR, 2BR, K, B, P	5.784
47-5	Third Floor	675	LR, 2BR, K, B, P	5.328
47-6	Third Floor	875	LR, 2BR, K, B, P	5.784

All units have immediate access to hallways except 3-A which has a private entrance to street.

BR=Bedroom LR=Livingroom K=Kitchen B=Bathroom P=Porch

EXHIBIT C

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a. The Units and the designations, locations, approximate areas, number of rooms, immediate common areas to which the units have access, and percentage interests in the common areas, and facilities thereof are as set forth herein and in Exhibit B attached hereto and made a part hereof.

b. The boundaries of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

1. Floors: The plane of the upper surface of the floor joists;
2. Ceilings: The plane of the lower surface of the ceiling joists;
3. Interior Walls: The plane of the interior surface of the wall studs, or in the case of walls without wall studs, the plane of the interior surface of furring strips;
4. Exterior Walls: The plane of the interior surface of the furring strips;
5. Doors and Windows: As to doors, the exterior surface thereof; as to windows, the exterior surface of the glass and window frames.

c. Each Unit includes the ownership of all utility lines (defined in paragraph 12 below) which exclusively serve that Unit and are located within that Unit.

d. The owner of each Unit shall have the right as appurtenant to that Unit to use, in common with the owners of all other Units served thereby, all utility lines and other common facilities located in any of the other Units and serving such owner's Unit. Nothing in this section e. shall be construed to limit the right of any owner of a Unit to use the common areas and facilities in accordance with their intended use.

e. Each Unit shall be subject to the rights of other Units as set forth in the foregoing section d.; if and so far as applicable to that Unit.

f. Each Unit shall be subject to and have the benefit of the provisions of this Master Deed, the Condominium Trust, the By-Laws therein, the rules and regulations promulgated pursuant thereto, and Chapter 183A.

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45-47 Gordon Street Condominium Trust

NOT FOR REGISTRATION OF DEEDS
REC'D ENTD. & EXH. ATTEST

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Paul M. Tierney
REGISTER

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45-47 Gordon Street Condominium Trust

THIS DECLARATION OF TRUST made this 6th day of November, 1985, by LUIS A. CORREIA and KENT OZMAN, of Boston, Suffolk County, Massachusetts, (hereinafter called the "Trustees", which term and any pronoun referring thereto shall be deemed to include their successors in trust hereunder and to mean the trustee for the time being hereunder, wherever the context so permits).

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ARTICLE I Name of Trust

The trust created shall be known as, 45-47 Gordon Street Condominium Trust.

ARTICLE II The Trust and Its Purpose

2.1 General Purposes. This Trust is created as the "Organization of Unit Owners" (hereinafter, the "Unit Owners") as required by the provisions of Chapter 183A as amended of the Massachusetts General Laws (hereinafter referred to as "Chapter 183A" or the "Condominium Law") for the purpose of managing and regulating the 45-47 Gordon Street Condominium (hereinafter referred to as the "Condominium"), established and created by a Master Deed ("Master Deed") by the owner of the land described therein, dated the same date as the date of this Trust and filed herewith (such owner being hereinafter sometimes referred to as "Declarant").

2.2 Definitions. Unless the context otherwise requires, the definitions contained in Section 1 of Chapter 183A shall be applicable to this Trust.

2.3 Trust and Not Partnership. It is hereby expressly declared that a trust and not a partnership or corporation is hereby created and that the Unit Owners are beneficiaries and not partners or associates between and among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries hereunder and under the provisions of Chapter 183A.

2.4 Property Held in Trust. All property, real and personal, tangible and intangible, conveyed to or held hereunder by the Trustees shall vest in the Trustees, in trust, to manage, administer the same and to receive and/or distribute the income and/or principal thereof for the benefit of the Unit Owners who are owners from time to time of the Units in the Condominium. The beneficial interest of each Unit Owner is set forth in Schedule A

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annexed hereto and made a part hereof, which interest is equal to the percentage of each Unit Owner in the common areas and facilities set forth and contained in the Master Deed.

ARTICLE III The Trustees

3.1 Number of Trustees; Vacancies. There shall be at all times not less than two Trustees nor more than three, such number to be determined from time to time by vote at the annual or any special meeting of Unit Owners holding not less than fifty-one percent of the beneficial interest hereunder. The term of office of the Trustees shall be for a period of two years and until their successors have been elected or appointed and qualified. The original trustees shall resign when all units owned by the developer have been conveyed.

If and whenever the number of such Trustees shall become less than two, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by the appointment of a successor who shall be designated within thirty days after the vacancy occurs. A special meeting of unit owners shall be called and a new Trustee shall be appointed in accordance with the provisions of the foregoing paragraph. Each appointment to fill a vacancy, other than by court proceeding, as hereinafter provided, shall become effective upon recording with the Registry of Deeds in which this Trust shall be recorded, of an instrument in writing signed by such successor and by at least one of said Trustees. Any appointment by such court proceeding shall become effective upon recording with said Registry of a certified copy of such decree and of the acceptance of such appointment subscribed and sworn to by the successor so appointed. If for any reason any successor shall not be so designated within sixty days after the vacancy in office occurs, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner or by notice to all Unit Owners and Trustees and to such others as the court may direct. Notwithstanding the foregoing provisions of this Section 3.1, the remaining or surviving Trustees shall continue to exercise and discharge all of the powers, discretion and duties hereby conferred or imposed upon the Trustees and any person appointed as a successor Trustee as hereinbefore provided shall be vested with the title to the trust property jointly with the remaining or surviving Trustee or Trustees without the necessity of any act of transfer or conveyance.

3.2 Action by Majority. The Trustees may act by a majority vote at any duly called meeting at which a quorum is present and a quorum shall consist of a majority of the Trustees but in no event less than two Trustees. The Trustees, provided there shall be at

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least two Trustees in office, may also act without a meeting if a written assent thereto is signed by two thirds of the Trustees then in office.

3.3 Resignation and Removal of Trustees. Any Trustee may resign by notice in writing given to each of his co-Trustees and by recording with said Registry at any time an instrument in writing signed and acknowledged by him. After reasonable notice and an opportunity to be heard, a Trustee other than the Declarant may be removed from office with or without cause by a vote of Unit Owners holding at least fifty-one percent of the beneficial interest hereunder. Such removal shall become effective upon the recording at said Registry of an instrument signed by a majority of the Trustees and acknowledged by at least one Trustee.

3.4 No Bond By Trustees. No Trustee named or appointed, as hereinbefore provided, whether as original or successor Trustee, shall be obliged to give any bond or surety or other security for the performance of his duties hereunder, provided, however, that the Unit Owners holding at least fifty-one percent of the beneficial interest hereunder may at any time, by notice in writing signed by them and delivered to the Trustee or Trustees affected thereby, require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such notice. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

3.5 Compensation of Trustees. No Trustee shall receive compensation for his services unless so provided by a vote of Unit Owners holding at least fifty-one percent of the beneficial interest hereunder, and any compensation so provided shall be from time to time fixed by the Unit Owners and shall be a common expense of the Condominium. No compensation shall be paid the original Trustees hereunder during their initial term as Trustees.

3.6 No Liability if in Good Faith. No Trustee shall be personally liable or accountable or be deprived of compensation by reason of any action taken, suffered or omitted in good faith, or for allowing one or more of the the other Trustees to have possession of the trust books or property, or by reason of honest errors of judgment, mistakes of fact or law, the existence of any personal or adverse interest, or by reason of anything except his own willful malfeasance and default.

3.7 Self-Dealing. Any and all Trustees, notwithstanding their official relations to the Trust and the beneficiaries, may in the ordinary course of business enter into, negotiate, consummate and perform any contract or agreement of any name or nature between the Trust and/or any or all of the Unit Owners and themselves or any or all of the individuals from time to time constituting the

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Trustees or any firm or corporation in which any of the Trustees or any Unit Owner may be interested directly or indirectly, whether such individual, individuals, firm or corporation thus contracting with the Trust shall thereby derive personal or corporate profits or benefits or otherwise; provided, however, that the fact of the interest of such Trustee must be disclosed to the Trustees and that such contract is fair and reasonable in its terms the intent hereof being to relieve each and every person who may be or become a Trustee from any disability that might otherwise exist from contracting with the Trustees or with the Unit Owners for the benefit of himself or any co-partnership or corporation in which he may be in any way interested.

3.8 Indemnity. The Trustees and each of them shall be entitled to indemnity both out of the trust property and by the Unit owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for his proportionate share of any claims involving the trust property in excess thereof, all as provided in Section 6 and 13 of the Condominium Law. Nothing in this paragraph contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

ARTICLE IV Beneficiaries and Beneficial Interest

4.1 Percentage Interests. The beneficiaries shall be the Unit Owners of the Condominium from time to time. The beneficial interest in the trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium as set forth in Schedule A hereof.

4.2 Persons to Vote as Unit Owners. The beneficial interest of each Unit of the Condominium shall be held as a unit and shall not be divided among several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such unit shall (a) determine and designate which one of such owners or other persons shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder; and (b) notify the Trustees of such designation by a notice in writing signed by a majority of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may, by majority vote, designate any one

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such owner or other person for such purposes.

ARTICLE V By-Laws

The provisions of this ARTICLE V shall constitute the By-Laws (the "By-Laws") of this Trust and the organization of Unit Owners established hereby and shall be applicable to the property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the buildings and all other improvements thereon including the Units and Common areas and Facilities, owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Chapter 183A. The provisions of these By-Laws shall automatically become applicable to the property which may be added to the Condominium upon the recording of an amendment to the Master Deed submitting such additional property to the provisions of Chapter 183A.

All present and future owners, mortgagees, leasees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to this Trust and these By-Laws, the Master Deed, the rules and regulations and all covenants, agreements, restrictions, conditions, easements and declarations of record ("Title Conditions"). The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that this Trust, these By-Laws, the rules and regulations, the provisions of the Master Deed, as they may be amended from time to time, and the Title Conditions are accepted, ratified and will be complied with.

Title to Units may be taken in the name of an individual or in the names of two (2) or more persons as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

5.1 Powers of Trustees. The Trustees shall, subject to and in accordance with all applicable provisions of Chapter 183A have the absolute control, management of the trust property as if they were the absolute owners thereof, free from the control of the Unit Owners. Without limiting the generality of the foregoing, the Trustees shall have full power and uncontrolled discretion, at any time and from time to time and without the necessity of applying to any court or to the Unit owners for leave so to do:

5.1.1 To retain the trust property, or any part or parts thereof, in the same form or forms of investment in which received

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or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom;

5.1.2 To sell, assign, convey, transfer, exchange and otherwise deal with or dispose of the trust property or any part or parts thereof, "but not the common areas", free of all trusts, at public or private sale, for cash or on credit, and in such manner, on such terms, for such considerations and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to secure the payment of all or any part of the purchase price of any of the trust property so sold or transferred by mortgage and to execute and deliver any deed or other instrument in connection with the foregoing;

5.1.3 To purchase or otherwise acquire title to, and to rent, lease or hire from others for terms which may extend beyond the possible duration of this trust, all property or rights to property, real or personal, including, without limiting the generality of the foregoing, any Unit or Units in the Condominium, and to own, manage, use and hold such property and such rights;

5.1.4 To borrow or in any other manner raise such sum or sums of money or other property for such purposes, upon such terms and in such manner as they shall deem advisable, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times beyond the possible duration of this Trust, and to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing;

5.1.5 To enter into any arrangement for the use or occupation of the trust property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easements, licenses or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable even if the same extend beyond the possible duration of this Trust;

5.1.6 To invest and re-invest the trust property or any part or parts thereof from time to time, including power to invest in any type of security or property which they may deem proper, and without liability for loss, even though such property or such investments may not produce income, may be wasting assets or shall be of a character or in an amount not customarily deemed proper for the investment of trust funds;

5.1.7 To obtain and maintain such casualty and liability insurance on and with respect to the Trust property as they shall deem necessary or proper, consistent with the provisions of Section 5.5 hereof;

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5.1.8 To incur such liabilities obligations and expenses and to pay from the principal or the income of the trust property in their hands all such sums as they shall deem necessary or proper for the furtherance of the purposes of the Trust;

5.1.9 To determine as to all sums of money and other things of value received by them, whether and to what extent the same shall be deemed to be and shall be accounted for as principal or as income and as to all charges or expenses paid by them whether and to what extent the same shall be charged against principal or against income including without hereby limiting the generality of the foregoing power to apportion any receipt or expense between principal and income and power to determine what portion, if any of the actual income received upon any asset purchased or acquired at a premium or any wasting investment shall be added to principal to prevent a diminution thereof upon the maturity or exhaustion of such asset or investment;

5.1.10 To vote in such manner as they shall think fit any or all shares in any corporation or trust included in the trust property, and for that purpose to give proxies to any person or persons or to one or more of their number to vote, waive any notice or otherwise act in respect of any such shares;

5.1.11 To guarantee performance of the obligation of others in any cases where they shall deem that it is to the advantage of the Trust that they give such guaranty;

5.1.12 To maintain such offices and other places of business in Massachusetts or elsewhere;

5.1.13 To deposit any funds of the Trust in any bank or trust company, and to withdraw and draw checks on any funds of the Trust all in accordance with the provisions of Section 5.13 hereof;

5.1.14 To enter and have such access into units in the condominium as shall be reasonably necessary to the performance and exercise of the duties obligations, rights and powers of the Trustees hereunder;

5.1.15 To employ appoint and remove such agents, managers, officers, board of managers, brokers, employees, servants, assistants and counsel (which counsel may be a firm of which one or more of the Trustees are members) as they shall deem proper, for the purchase, sale or management of the trust property or any part or parts thereof, or for conducting the business of the Trust and may define their respective duties and fix and pay their compensation and the Trustees shall not be answerable for the acts

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and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, employee, servant, assistant or counsel, any or all of their powers (including discretionary power, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust, the Trust hereby created and the administrative rules and regulations referred to in Section 5.10 hereof shall not be delegated), all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the Trustees may from time to time designate from their number a chairman, a Treasurer, a Secretary, and such other officers as they deem fit, and may from time to time designate one or more of their own number to be the Managing Trustee or Managing Trustees, for the management and administration of the trust property and the business of the Trust, or any part or parts thereof;

5.1.16 Generally, in all matters not herein otherwise specified, to control, manage the trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instrument, which by their performance thereof shall be shown to be in their judgment for the best interest of the unit owners; and the Trustees shall by the exercise and fulfillment of the powers and provisions set forth in this ARTICLE V provide for the necessary work of maintenance, repair and replacement of the common areas and facilities and payment therefor;

5.1.17 To take such steps, including the expenditure of funds, to protect and preserve the common areas and facilities of the condominium.

5.2 Maintenance and Repair of Units.

5.2.1 Each Unit owner shall be responsible for the proper maintenance, repair and replacement of his Unit and the maintenance, repair and replacement of utility fixtures serving the same which are not part of the common areas and facilities, including without limitation: interior walls, ceilings and floors; windows and window frames, including storm windows; screens; window trim; doors; door frames and door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; heating, ventilating and air conditioning equipment; and all wires, pipes, drains and conduits for water, sewage, electric power and light, telephone and other utility services which are contained in and serve such Unit solely. Each Unit Owner shall be responsible for all damage to any and all other Units caused by his failure to satisfy his maintenance, repair and/or replacement obligations hereunder.

5.2.2 If the Trustees shall, at any time in their reasonable

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judgment, determines that the Unit is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a unit or any fixtures, furnishing, facility or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner whose Unit is in need of work and to enter upon and have access to such Unit for such purpose; and the cost of such work as is reasonably necessary therefor shall constitute a lien upon such Unit and the Unit Owner thereof shall be personally liable therefor.

5.3 Maintenance, Repair and Replacement of Common Areas and Facilities and Assessments of Common Expenses. The Trustees shall be responsible for the proper maintenance, repair and replacement of the common areas and facilities of the Condominium subject to the provisions of Section 5.6 hereof with respect to repairs and replacement necessitated because of casualty loss, and such may be done through the Managing Agent, as hereinafter set forth. The original Trustees or any successor thereto, and thereafter any two Trustees or the Managing Agent, or any others who may be so designated by the Trustees, may approve payment of vouchers for such work. The expenses of such maintenance, repair and replacement shall be assessed to the Unit owners as common expenses of the Condominium at such times and in such amount as provided in Section 5.4; provided, however, that if the maintenance, repair or replacement of the common areas and facilities is necessitated by the negligence or misuse of a Unit Owner, either directly or by virtue of his failure to properly maintain, repair or replace his Unit, the expenses of such maintenance, repair and replacement may be assessed to the particular Unit Owner by the Trustees and the Unit Owner shall be personally liable therefor.

5.4 Common Expenses, Profits and Funds. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as set forth in Schedule A hereof, provided, however, that each Unit Owner shall be solely responsible to the respective utility companies for the cost of utility charges billed or assessed in connection with the furnishing of utilities to his Unit and separately metered. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees may, to such extent as they deem

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advisable, set aside common funds of the Condominium as reserve or contingent funds, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or subject to the provisions of Section 5.5, for repair, rebuilding or restoration of the trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

5.4.1 At least thirty days prior to the commencement of each fiscal year of this Trust (and within thirty days after the execution hereof with respect to the portion of a fiscal year then remaining), the Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessments, according to their respective percentages of undivided beneficial interest hereunder, and such statements shall, unless otherwise provided herein, be due and payable within thirty days after the same are rendered. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, they shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees may in their discretion provide for payments of statements in monthly or other installments. The amount of each payment, together with interest thereon, if not paid when due, shall accrue interest at a rate of 20% during the first month said payment is overdue. Subsequent overdue payments shall incur a penalty of \$50.00 per month. Said payments shall constitute a lien on the unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of Chapter 183A.

5.4.2 No Unit Owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him of such Unit. In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid common charges, convey his Unit to the Trustees and in such event be exempt from common charges thereafter assessed. A purchaser of a Unit shall be liable for the payment of common charges assessed and unpaid against such Unit prior to the acquisition by him of such Unit, except that a purchaser of a Unit at a foreclosure sale of such Unit or any first mortgagee who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed (or

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assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

5.4.3 In the event of default by any Unit Owner in paying to the Trustees the common charges, such Unit Owner shall be obligated to pay all expenses, including attorneys' fees, incurred by the Trustees in any proceeding brought to collect such unpaid common charges. The Trustee shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit as provided in Section 6 of Chapter 183A.

5.4.4 After a successful action brought by the Trustees to foreclose a lien on a Unit because of unpaid common charges, a Unit Owner allowed by the Trustees to remain in his Unit for a period of time may, at the option of the Trustees, be required to pay a reasonable rental for the use of his Unit. The plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Trustees acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant thereto), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

5.4.5 The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of Chapter 183A.

5.5 Insurance

5.5.1 The Trustees shall obtain and maintain, to the extent available and permitted by applicable law, master policies of casualty and physical damage insurance for the benefit and protection of the Trustees and all of the Unit Owners, naming as the named insureds, and with loss proceeds payable to the Trustees hereunder, or one or more of the Trustees hereunder designated by them, as Insurance Trustees for all of the Unit Owners collectively of the Condominium and their respective mortgages, as their interests may appear, pursuant to such condominium form of insurance as may from time to time be customarily used in Massachusetts, such insurance to cover the buildings and all other

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insurable improvements forming part of the common areas and facilities, including the heating and air-conditioning equipment and other service machinery, apparatus, equipment and installations in the common areas and facilities, and including portions and elements of the Units as the Unit Owners are responsible for under Section 5.2.1, but not including (a) the furniture, furnishings or other personal property of the Unit Owner; or (b) improvements within a Unit made by the Owners thereof subsequent to the first sale of such Unit by the Declarant, unless such improvement has been made with the written consent of the Trustees pursuant to which such Unit Owner agrees to pay any additional insurance premiums resulting therefrom. If such agreement is not made, insuring such improvement shall be the separate responsibility of the Unit Owner. Such insurance shall, insofar as practicable, be maintained in an amount equal to the full replacement value of the insured property for insurance purposes as determined by the Trustees (who shall review such value at least as often as annually) without deduction for depreciation, and shall insure against (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and (b) such other hazards or risks as the Trustees from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, federal flood hazards, so-called, and boiler and machinery explosion or damage. Such insurance may have a deductible amount to be determined from time to time by the Trustees.

5.5.2 Policies for such casualty insurance shall provide: (i) that the insurance company waive any right of subrogation against the Trustees, their agents and employees, Unit owners, their respective employees, agents, tenants and guests; (ii) that the insurance shall not be prejudiced by any act or neglect of any Unit Owners or occupants or any other person or firm (including employees and agents of the Trustees) when such act or neglect is not with the control of the Trustees (or Unit Owners collectively) or by failure of the Trustees (or Unit Owners collectively) to comply with any warranty or condition with regard to any portion of the premises over which the Trustees (or Unit Owners collectively) have no control; (iii) that such policies may not be cancelled or substantially modified without at least twenty (20) days' prior written notice to all Unit Owners and mortgagees of Units to whom certificates of insurance have been issued; (iv) that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their own Units; and (v) if available, that the company shall waive any right it may have under the policy to repair or restore damage should the Unit Owners elect to terminate the Condominium because of such damage.

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5.5.3 The Trustee or Trustees hereunder designated as Insurance Trustee or Trustees as aforesaid, shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of Section 5.6 of this ARTICLE V. With respect to losses covered by such insurance which affect portions or elements of a Unit, or of more than one Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustee in a fair and equitable manner.

5.5.4 The Trustees shall also so obtain and maintain, to the extent available, master policies of insurance with respect to the common areas and facilities, for the benefit of the Trustees and all of the Unit Owners, (a) comprehensive public liability, including personal injury coverage which shall cover claims of any Unit owner; (b) workmen's compensation and employees' liability with respect to any manager, agent or employee of the Trust, but excluding any independent agent or manager who shall furnish to the Trustees a Certificate of Insurance if such liability is otherwise uninsured against, it being agreed that the Trustees may waive such requirement in any particular instance, at their discretion; and (c) such other risks as the Trustees in their discretion deem it appropriate to insure including, without limitation, fiduciary liability insurance. All such insurance shall be in such amounts and forms as the Trustees shall in their discretion deem appropriate, and shall insofar as practicable, contain provisions as above set forth with respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution.

5.5.5 The cost of all such insurance obtained and maintained by the Trustees pursuant to provisions of this Section 5.5 shall be a common expense.

5.5.6 Certificates of insurance with proper mortgagee endorsements, when requested, shall be issued to each Unit Owner. The certificates of insurance shall show the amount of insurance covering the Unit and its interest in the common areas and facilities.

5.5.7 Unit Owners may carry insurance for their own benefit insuring their carpeting or other floor coverings, wallcoverings, furniture, furnishings and other property located within their respective Units; provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owners. If the proceeds from the master policies on account of any casualty loss are reduced due to

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proration with insurance individually purchased by a Unit Owner, such Unit Owner agrees to assign the proceeds of such individual insurance, to the extent of the amount of such reduction, to the Trustees to be distributed as herein provided.

5.6 Rebuilding, Restoration and Condemnation

5.6.1 In the event of any casualty loss to the common areas and facilities, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) percent of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten (10%) percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in Paragraph (a) of Section 17 of Chapter 183A. If such loss as so determined exceeds ten (10%) percent of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) by the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration; and (b) a copy of the provisions of said Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to comply with the provisions of Paragraph (b) of Section 17.

5.6.2 In the event that the total cost of repair or restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds, then the Trustees shall allocate the available proceeds between (1) common areas and facilities and (2) Units (or Unit) in proportion to the estimated cost of repairing or restoring each, and shall assess, levy or charge all Unit Owners, as common expense, the amount estimated to repair or restore the common areas and facilities in excess of the insurance proceeds available therefor and shall assess, levy or charge the Owner(s) of a Unit in which a loss has occurred for the amount estimated to repair or restore said Unit or Units in excess of the insurance proceeds available therefor.

5.6.3 The Trustees may perform emergency work essential to the preservation and safety of the Property or the safety of persons, or required to avoid the suspension of any essential service to the Condominium without having first adjusted the loss or obtained proceeds of insurance.

5.6.4 If there shall have been repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the

Condominium's reserve fund or shall be, at the option of the Trustees, divided among the Unit Owner's in proportion to their respective interest in the common areas and facilities.

5.6.5 If a loss to the common areas and facilities due to a casualty exceeds ten percent (10%) of the value of the Condominium and if within one hundred twenty (120) days of the date of such loss, seventy-five percent (75%) or more of the Unit Owners do not agree to proceed with repair or restoration, a Unit Owner's proportionate share of the insurance proceeds with respect to the common areas and facilities, together with the portion of the insurance proceeds allocated to any Unit as a result of a loss to such Unit due to the casualty shall, to the extent permitted by law, be paid first to the holder of the first mortgage of such Unit, and then to the holder of junior mortgages if any, up to, but not in excess of the then principal balances secured thereby, and thereafter to the Unit Owners, and the Condominium shall be subject to partition and net proceeds of a partition sale together with common funds of the Trust (adjusted for insurance proceeds paid or payable to mortgagees as aforesaid) shall be divided all as provided by law, distribution thereof to be made first to the holders of the first mortgages on Units, if any, to the extent of the amounts respectively secured thereby, and thereafter to the Unit Owners.

5.6.6 If more than ten percent (10%) of the Condominium is taken under any power of eminent domain, the taking shall be treated as a "casualty loss", and the provisions of Section 17 of Chapter 183A shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to the provisions of Section 17 of Chapter 183A, the Trustees shall have the authority to acquire the remaining portions of such Units, for such prices as the Trustees shall determine, provided that any unit owner of such remaining portion who does not agree with such determination may apply to the Superior Court on such notice to the Trustees as the Court shall direct for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Trustees. In the event of a partial taking, the award shall be allocated among the affected Units according to their appurtenant undivided interests in the common areas and facilities, and paid first to the extent permitted by law, to the holder(s) of the first mortgage of such Unit(s) and then to the holder of junior mortgages if any, up to, but not in excess of, the then principal balances secured thereby. In the case of a total taking of all Units and the common areas and facilities, the entire award shall be payable to the Trustees to be allocated among the Units according to their appurtenant undivided interests in the common areas and facilities, and paid first to the extent permitted by law, to the holder(s) of the

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first mortgage of such Unit(s) and then to the holders of junior mortgages, if any, up to, but not in excess of, the then principal balances secured thereby. As to any portion or portions of any award which are attributable to direct or consequential damage suffered by particular Units, they shall be payable to the owners of such particular Units or their mortgagees, as their interests may appear.

5.7 Improvements To Common Areas and Facilities

5.7.1 If and whenever the Trustees shall propose to make any improvement to the common areas and Facilities of the Condominium, or shall be requested in writing by Unit Owners holding twenty-five (25%) percent or more of the beneficial interest hereunder to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same; and (b) a copy of the provisions of Section 18 of Chapter 183A. Notwithstanding the foregoing, so long as the Declarant has any beneficial interest hereunder, the Trustees shall not be required to submit the aforementioned documents to the Unit Owners unless a request for improvements is made by Unit owners holding at least fifty (50%) percent of the beneficial interest hereunder. Upon whichever of the following shall first occur; namely, (a) the receipt by the Trustees of such agreement signed by Unit Owners holding at least seventy-five (75%) percent of the beneficial interest hereunder; or (b) the expiration of ninety (90) days after such agreement was first submitted to the Unit owners, the Trustees shall notify all Unit Owners of the aggregate percentage of Unit Owners who have then signed such agreement. If such percentage exceeds fifty (50%) percent, the Trustees shall proceed to make the improvement or improvements specified in such agreement, in accordance with the provisions of said Section 18.

5.7.2 Notwithstanding anything in Section 5.6 or this Section 5.7 contained, (a) in the event that any Unit Owner or Owners shall by notice in writing to the Trustees dissent from any determination of the Trustees with respect to the value of the Condominium or of any Unit or Units or any other determination or action of the Trustees under Section 5.6 or this Section 5.7, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner or Owners, and a third by the two arbitrators so designated and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association; and (b) the Trustees shall not in any

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event be obligated to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof.

5.7.3 If and whenever any Unit Owner shall propose to make an improvement to or affecting the common areas and facilities of the Condominium at such Unit Owner's own expense, and the Trustees determine in their reasonable discretion that such improvement would be consistent and compatible with the provisions and intent of the Master Deed, the Trustees may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same, without the consent or approval of other Unit owners, subject to such contractual undertakings of the Unit Owner proposing such improvement as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances.

5.8 Improvements to Units

5.8.1 No Unit Owner shall make any structural addition, or material alteration or improvement in or to his Unit without the prior written consent thereto of the Trustees.

5.8.2 Furthermore, with respect to Units, if any, conveyed unfinished, all owner-done finish work must be approved beforehand in writing by the Trustees.

5.9 Pets. Dogs, cats or other animals may be kept in any Unit, without the prior written consent of the Trustees. Notwithstanding the foregoing, the Trustees in their sole discretion may require pets which they determine to be a nuisance in any way to be removed at any time. Any damage or accelerated wear and tear to the common areas and facilities caused by a specific pet shall be repaired at the expense of the Unit Owner owning such pet, which expense, if not paid on demand, shall become a lien with the enforceability of a lien for common expenses hereunder.

5.10 Rules, Regulations, Restrictions and Requirements. The Trustees shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the common areas and facilities. The Trustees shall have the power to enforce these By-Laws and shall have the power to levy fines against the Unit Owners for violations of reasonable rules and regulations established by them to govern the conduct of the Unit owners. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were common charges owed by the particular Unit Owner or

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or Unit Owners. In the case of persistent violation of the rules and regulations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules and regulations.

5.11. Manager. The Trustees may hire or appoint a Manager to administer the Condominium who shall perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and keeping of accounts as the Trustees shall from time to time determine. However, notwithstanding the appointment of such a Manager, the Trustees shall retain ultimate control over the administration, management and operation of the Condominium. The Trustees or such Manager may appoint, employ and remove such additional agents, attorneys, accountants, or employees as the Trustees or such Manager may from time to time determine. Any agreement for professional management of the Condominium shall be terminable without cause and without incurring payment of a termination fee on ninety (90) days (or less) written notice. The term of such agreement shall not exceed three (3) years.

5.12. Meetings.

5.12.1. The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect the Chairman, Treasurer and Secretary as hereinbefore provided. Other meetings may be called by the Chairman and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least four days before such meeting to each of the Trustees.

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5.12.2 There shall be an annual meeting of the Unit Owners on the last Wednesday in October of each year, commencing with the year 1986, at 7:30 p.m. at the Condominium or at such other reasonable place and time as may be designated by the Trustees by written notice given to the Unit Owners at least seven days prior to the date so designated. Special meetings of the Unit Owners may be called at any time by the Trustees, and special meetings of the Unit Owners shall be called by the Trustees upon the written request of Unit Owners holding at least 33 1/3 percent of the beneficial interest. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners at least fourteen days prior to the date so designated. At the annual meeting of the Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. The presence in person or by proxy of the holders of a majority of the beneficial interest shall be necessary to constitute a quorum at all meetings of the Unit Owners for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owners present in person or represented by proxy shall have the power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted at the meeting as originally notified.

5.13. Notices to Unit Owners. Every notice to any Unit Owner required or permitted under the provisions hereof or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such notice with him at his residence in the Condominium or by mailing it, postage prepaid, and addressed to said Unit Owner at his address as it appears upon the records of the Trustees, at least three days prior to the date fixed for which such notice is given.

5.14. Inspection of Books, Report to Unit Owners. Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners and first mortgage holders of the Units at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year which shall include financial statements in such summary form and in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have

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failed to object thereto by notice in writing to the Trustees given by certified or registered mail within a period of sixty days of the date of the receipt by him shall be deemed to have assented thereto.

5.15. Checks, Notes, Drafts and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two Trustees, or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

5.16. Seal. The Trustees may adopt a seal circular in form bearing an inscription of the name of this Trust as set forth in ARTICLE I, but such seal may be altered by the Trustees at pleasure, and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

5.17. Fiscal Year. The fiscal year of the Trust shall be the year ending with the last day of January or such other date as may from time to time be determined by the Trustees.

5.18. Removal from Condominium Law. Until such time as the declarant has no beneficial interest hereunder, Unit Owners holding one hundred percent of the beneficial interest shall be required to approve the removal of the Condominium described herein from the provisions of Chapter 183A, and thereafter, the provisions of Section 19 of said Chapter 183A shall apply; provided, however, if the Declarant approves of such removal, the approval of Unit Owners holding at least seventy-five percent of the beneficial interest, in the aggregate, shall be required for such removal.

5.19. Determining Fair Market Value. In the event that the fair market value of a Unit or of the Condominium must be ascertained pursuant to Chapter 183A, Section 17 or Section 18, said value(s) shall be determined by a board consisting of one member chosen by the dissenting Unit Owner, one member chosen by the organization of Unit Owners acting through the Trustees hereunder and one member chosen by the two members so selected. The board shall have the right to seek the assistance of a professional real estate appraiser in making their determination, and the cost of his services shall constitute a common charge to all Unit Owners. However, the members of the board shall receive no compensation for their services, although they shall be reimbursed for their reasonable expenses which shall constitute common charges to all Unit Owners. The determination of value by the board shall be binding upon all parties.

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5.20. Restrictions on Use of Units and Common Areas and Facilities.

5.20.1. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to the uses and purposes set forth in the Master Deed of the Condominium.

5.20.2 The common areas and facilities shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of Units.

5.20.3 No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its occupants or which interferes with the peaceful possession or proper use of the Property by its occupants.

5.20.4 No offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof including but not limited to the Boston Redevelopment Authority shall be observed. Violations of laws, orders, rules, regulations and/or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owner or the Trustees, whichever shall have the obligation to maintain or repair such portion of the Property.

5.20.5 No portion of a Unit (other than the entire Unit) may be rented, and no transient may be accommodated therein.

5.20.6 A Unit Owner shall not place or cause to be placed in the lobbies, vestibules, public halls, stairways or other common areas and facilities, any furniture, packages or objects of any kind unless said Unit Owner has the permission of the Trustees to do so. The public halls and stairways shall be used for no purpose other than for normal transit through them.

5.20.7 No sign, plaque or communication of any description shall be placed in the window of nor on the exterior of any Unit or common area or facilities, by a Unit Owner without the prior written reasonable approval of the Trustees.

5.21. Gas and Water Charges. Gas and Water shall be supplied to all of the Units and the common areas and facilities through one or more building meters and the Trustees shall pay, as a common expense, all charges for gas and water consumed on the Property, including the Units, promptly after the bills for the same shall have been rendered. In the event of a proposed sale of a Unit by the owner thereof, the Trustees, on request of the

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selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to such person as the purchaser may designate, a letter agreeing to pay all charges for gas and water affecting the Property as of the date of closing of title to such Unit promptly after such charges shall have been billed.

5.22. Electricity. Electricity shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for electricity consumed or used in his Unit. The electricity serving the common areas and facilities shall be separately metered, and the Trustees shall pay all bills for electricity consumed in such portions of the common areas and facilities as a common expense.

5.23. Mortgages. Notwithstanding anything in the Master Deed or in this Condominium Trust and the By-Laws to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgages") of record with respect to the Units and shall be enforceable by any First Mortgagee:

5.23.1 A unit Owner who mortgages his Unit shall notify the Trustees of the name and address of his mortgagee; the Trustees shall maintain such information.

5.23.2 All taxes, assessments and charges which may become liens prior to a first mortgage on a Unit under local law shall relate only to the individual Units and not to the Condominium as a whole.

5.23.3 In no event shall any provision of this Master Deed or the Condominium Trust or By-Laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities.

5.23.4 A First Mortgagee, upon written request made to the Trustees of the Condominium Trust, shall be entitled to:

(1) written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust or By-Laws which is not cured within sixty (60) days;

(2) inspect all books and records of the

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Condominium Trust at all reasonable times;

(3) receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(4) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and

(5) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a First Mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities.

5.23.5. No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

5.23.6. In the event that the Unit Owners shall amend the Master Deed to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

(1) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or

(2) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(3) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (1) and (2) above.

Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in the Master Deed.

Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

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8.3.3 In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed and any such requirements set forth herein, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;

8.3.4 In the event of any conflict other than as set forth in Paragraph 8.3.3 of this Section between the provisions of the Master Deed and any other provisions hereof, the provisions of the Master Deed shall control.

8.4. Waiver. No restriction, condition, obligation or provision contained in this Trust or By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

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IN WITNESS WHEREOF, Luis A. Correia and Kent Ozman have hereunto
set their hands and seals the day and year first above written.


Luis A. Correia

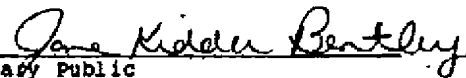

Kent Ozman

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

November 6, 1985

Then personally appeared the above-named Luis A. Correia and
acknowledged the foregoing instrument to be his free act and deed
before me.


Notary Public


My Commission Expires: 1/2/92

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

November 6, 1985

Then personally appeared the above-named Kent Ozman and
acknowledged the foregoing instrument to be his free act and deed
before me.


Notary Public

My Commission Expires: 1/2/92

SCHEDULE A

45-47 Gordon Street, ~~01920~~ 01920 146

Condominium Trust

Percentage of Beneficial Interest Appertaining to each Unit

<u>Unit Designation</u>	<u>Location</u>	<u>Percentage Interest</u>
3-A	Ground	4.678
<u>3-1</u>	First Floor	5.068
11/2006 3-2 25591/290	First Floor	5.068
8/86 3-3 12749/154	Second Floor	5.198
9/86 3-4 12856/26	Second Floor	5.198
3-5	Third Floor	5.328
3-6	Third Floor	5.328
45-1	First Floor	5.068
11/09 45-2 -45743/276	First Floor	5.068
12/88 45-3 15229/34	Second Floor <i>see 48400/300 - Foreclosure</i>	5.198
45-4	Second Floor <i>46597/276</i>	5.328
45-5	Third Floor	5.328
<u>45-6</u>	Third Floor	5.328
3/09 47-1 44692/289	First Floor - Foreclosure	5.068
3/87 47-2 - 13494/115	First Floor 15753/138,540	5.784
3/86 47-3 12343/247	Second Floor	5.198
6/88 47-4 14777/134	Second Floor 14930/134	5.784
47-5	Third Floor	5.328
10/87 47-6 14128/253	Third Floor	5.784

First Commercial Realty MASS LLC

56 - 58 Queensbury
 65-5 PARK DR.
 212-214 HEMENWAY # 4

Exhibit № 3

AGREEMENT FOR EXCLUSIVE RIGHT TO SELL

Date: 01/30/2024

THIS AGREEMENT concerns the following property:

Street Address: 45 Gordon #6 Brighton MA 02135

Description: 2 bed condo

Tax Id. 2101228012 Book: _____ Page: _____ (if Registered) Cert. Num.: _____

County: Suffolk LISTING PRICE: \$ 400,000.00

In consideration of the mutual covenants and agreements herein contained, the undersigned Seller hereby gives to the undersigned Broker the sole and exclusive right to sell the said property for the price and on the terms and conditions herein set forth.

1. The Broker agrees to use reasonable efforts to procure a ready, willing, and able Buyer of the property in accordance with the price, terms, and conditions of this Agreement.
2. The Broker is granted the sole authority to: (Check if applicable)
 - Advertise the property;
 - Post "For Sale" signs on the property;
 - Offer compensation to buyer agents in the following amount: _____ and/or
note: Regardless of how compensated, buyer agents represent the interest of buyers, not sellers.
 - Cooperate and compensate Subagents in the following amount: _____
note: Subagents represent the interest of sellers, however, as agents of the seller, the seller may be held vicariously liable for the acts of the Subagents.
Vicarious liability is the potential for a seller to be held liable for a misrepresentation or an act or omission of the subagent, and in checking the box above and initialing below, the seller authorizes the Broker to offer subagency to brokers and salespersons affiliated with other firms. Initials: _____
 - Cooperate and compensate non-agent Facilitators in the following amount: _____

3. The Seller agrees:
 - a. To refer all inquiries and offers for the purchase of said property to the Broker;
 - b. To cooperate with the Broker in every reasonable way;
 - c. To pay the Broker a fee for professional services of 5% if:
 1. A Buyer is procured ready, willing, and able to buy said property, or any part thereof, in accordance with the price, terms and conditions of this Agreement, or such other price, terms and conditions as shall be acceptable to the Seller, whether or not the transaction proceeds; or
 2. The said property, or any part thereof, is sold through the efforts of anyone including the Seller; or
 3. The said property, or any part thereof, is sold within 90 days after the term of this Agreement to anyone who was introduced to the said property through the efforts of the Broker or his agents prior to the expiration of said term. However, no fee will be payable under this clause if the said property is sold after said term with the participation of a licensed broker to whom the Seller is obligated to pay a fee under the terms of a subsequent written exclusive listing agreement.

once an offer has been accepted in writing and a transaction is pending, the Broker shall have no obligation to DS market the property or present further offers to the seller unless otherwise agreed in writing.

4. The Seller understands and agrees that the property will be marketed in compliance with all applicable fair housing laws.
5. The period of this Agreement shall be from Jan 30th, 2024, to and including Apr 30th, 2024.
Time is of the essence hereof.

6. In order to introduce other brokers to the property and solicit their assistance in procuring a buyer, the Broker may arrange to have this listing distributed through any multiple listing service ("MLS") to which the Broker has access. Any data regarding the property submitted by the Broker to an MLS shall be verified by the Seller. Such data, together with any other information provided to or obtained by the Broker with respect to the property, may be disclosed to prospective buyers and other brokers and may be included in all listings, comparable books and other materials distributed by the MLS either before or after the term of this listing or the sale of the property. The Seller expressly authorizes the Broker to advertise the property in the MLS and offer compensation to other firms as detailed in Paragraph 2.
7. _____ By initializing, the Broker is further authorized to place a lock box on the property in order to facilitate entry by cooperating brokers and others authorized to examine the property.
8. The Seller hereby acknowledges receipt of the Massachusetts Mandatory Consumer Licensee Disclosure Form. The Broker has explained the firm's policy regarding agency relationships. If the Broker seeks consent to Dual Agency or Designated Agency, such consent must be obtained in writing
9. Offer Disclosure: Seller hereby authorizes the Broker named herein as follow:

_____ The Broker may not disclose the existence of any Offer(s) to Purchase received by the Seller nor the terms of any Offer received; price, contingencies, dates for performance, etc., to any potential buyer(s) or real estate licensee(s) and shall treat all such information as confidential.



_____ The Broker may disclose the existence of any Offer(s) to Purchase received by the Seller to any potential buyer(s) and/or real estate licensee(s), and whether any such Offer was procured by the listing Broker or that of another licensed broker but shall not disclose the terms of any Offer received; price, contingencies, dates for performance, etc, and shall treat such terms as confidential.

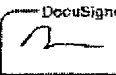
_____ The Broker may disclose the existence of any Offer(s) to Purchase received by the Seller to any potential buyer(s) and/or real estate licensee(s), whether such Offer was procured by the listing Broker or that of another licensed broker and may further disclose the terms of any Offer; price, contingencies, dates for performance, etc, to any potential buyer(s) or real estate licensee(s).

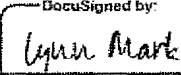
10. **WARNING: It is unlawful in Massachusetts to secretly listen to or record an oral communication through the use of a device of any kind. Violators can be fined, imprisoned and sued for damages. While video surveillance equipment which does not transmit or record sound is not specifically prohibited, the secret use of such equipment may violate a Massachusetts law giving all persons a right to privacy. Whenever a showing, open house or other inspection of a property is conducted, any recorder, surveillance equipment**

or similar device should be turned off unless visitors are clearly made aware, through the use of conspicuous signage or otherwise, that the device is in use.

Additional terms and conditions:

IN WITNESS WHEREOF, the Seller and the Broker have hereunto set their hands and seals as of the 30 day of Jan 20, 2024.

DocuSigned by:

03B18FD3CF2MFD ...
Broker: _____
By: John Conroy
President
Its: _____
Title (duly-authorized)

DocuSigned by:

DC7A24B664EA496 ...
Seller: _____
Seller (or spouse): _____

When entering into a listing agreement, REALTORS® must advise potential clients of:

1. The REALTOR®'s company policies regarding cooperation and the amount(s) of compensation that will be offered to cooperating agents;
2. The fact that buyer's agents or brokers, even if compensated by the listing broker, represent the interests of the buyer; and
3. Any potential for the listing brokers to act as disclosed dual agents.

ROBERT FINNEGAN
ATTORNEY AT LAW

60 Leo Birmingham Parkway- 3rd Floor
Brighton, Massachusetts 02135

(617) 201-9331
Fax: (617) 783-1082
e-mail: rf@rfinnlaw.com

March 11, 2021

Alpha Management Corporation
Attn: Nancy Gould, Account Manager
1249 Beacon Street – Unit No 1
Brookline, Massachusetts 02446

re: 45-47 Gordon Street Condominium

Dear Ms. Gould:

I write as counsel for Gordon Street Condos LJS LLC and its Management Agent Samia Companies LLC (collectively “Samia”) to once again request that Alpha Management Corporation (“Alpha”), pursuant to the By-Laws of the 45-47 Gordon Street Condominium Trust, (the “Condo”) provide copies of all votes, correspondence, meeting minutes, notices, account ledgers, banking ledgers, and the like in support of the following:

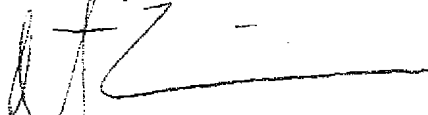
- | By-Law § | Documentation Requested |
|----------|---|
| • §2.3 | the names, addresses, and all other contact information of all current owners; |
| • §3.1 | the votes regarding the election, remaining term, and identification of the Trustees; |
| • §3.5 | payments made for trustee services; |
| • §5.4 | the payment of Condo Fees & Annual Statements to Unit owners including; <ul style="list-style-type: none">○ §5.4.1 annual Condo income and expense statements with reserve account balance;○ §5.4.1 all notices, votes, and other documents for all and special assessments from January 1, 2016 to present;¹ |
| • §5.5 | evidence of all insurance policies currently in place; |
| • §5.11 | the votes regarding the appointment of current management; |
| • §5.12 | all notices, minutes, votes, and the like from the annual meetings from January 1, 2016 to date; |
| • §5.14 | a list of convenient dates and times for Samia to conduct an inspection of the Condo Books as well as copies of all annual budgets and financial statements provided to the owners from January 1, 2016 to date. |

¹ Including, without limitation, the January 2017 Special Assessment.

Finnegan/Alpha Management Corp. Letter
Dated: March 11, 2024

We are looking forward to Alpha's prompt response. Note that time is of the essence as Samia prepares to put these 2 Units on the market for sale in the very near future. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,



Robert Finnegan

via: Certified mail: 7016 2070 0001 0392 5357 ✓

alpha conde info re sale1.ltr

Exhibit № 1

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

7016 2070 0001 0392 5357


Certified Mail Fee	\$ 4.50
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____
Postage	\$ 0.48
Total Postage and Fees	\$ 4.98

Postmark Here:

Alpha Management Corporation
Attn: Nancy Gould, Account Manager
1249 Beacon Street - Unit No 1
Brookline, MA 02446

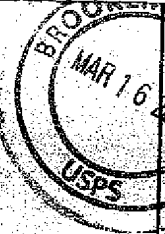
Instructions

COMPLETE THIS SECTION ON DELIVERY

A. Signature  Agent Addressee

B. Received by (Printed Name) _____ C. Date of Delivery _____

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below: _____



3. Service Type

Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Insured Mail
 Insured Mail Restricted Delivery (over \$500)

Priority Mail Express
 Registered Mail™
 Registered Mail Restricted Delivery
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Alpha Management Corporation
Attn: Nancy Gould, Account Manager
1249 Beacon Street - Unit No 1
Brookline, Massachusetts 02446



9590 9402 2086 6132 9946 60

2. Article Number (Transfer from service label)
7016 2070 0001 0392 5357

PS Form 3811, July 2015 PSN 7530-02-000-9053

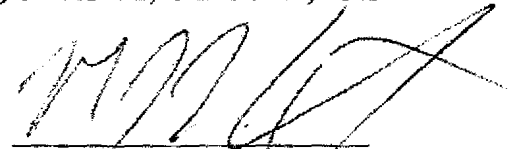
OFFICER'S RETURN

SUFFOLK ss

BOSTON *April 3, 2024*

I this day served the within named ***ANWAR FAISAL, PRESIDENT,***
ALPHA MANAGEMENT CORPORATION a notice, by delivering to ***MUSHOOR***
ABU- RUBIEH, his/its ***MANAGER,*** and a person in charge of his/its business at the time
of service, the original of which the within is a copy.

Service was made at ***1283 COMMONWEALTH AVENUE, SUITE #1, ALLSTON, MA.***
02134



Mark J. Kravitsky-Constable
& disinterested party to the action